

ORIGINAL

**FINAL JURY INSTRUCTIONS
AS TO PUNITIVE DAMAGES ONLY**

**CASE NOS. 12cv460-JM
13cv1891-JM
13cv1892-JM**

APR 23 2015

FILED
CLERK U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY _____ DEPUTY

[Handwritten signature over the stamp]

IN RE: METROPOLITAN INTERPRETERS AND TRANSLATORS, INC., ET AL

TRIAL: APRIL 6, 2015

JURY INSTRUCTION NO. 1

PUNITIVE DAMAGES

YOU HAVE FOUND THAT PUNITIVE DAMAGES ARE APPROPRIATE AND RECOVERABLE BY EACH PLAINTIFF. I MUST INSTRUCT YOU, ONCE AGAIN, PUNITIVE DAMAGES ARE TO PUNISH A DEFENDANT AND TO DETER SIMILAR ACTS IN THE FUTURE AND ARE NOT AWARDED TO COMPENSATE A PLAINTIFF. PUNITIVE DAMAGES SHOULD BE IN AN AMOUNT SUFFICIENT TO FULFILL THEIR PURPOSES BUT SHOULD NOT REFLECT BIAS, PREJUDICE OR SYMPATHY TOWARD ANY PARTY. IN CONSIDERING THE AMOUNT OF ANY PUNITIVE DAMAGES, CONSIDER THE DEGREE OF REPREHENSIBILITY OF THE DEFENDANT'S CONDUCT, INCLUDING WHETHER THE CONDUCT THAT HARMED THE PLAINTIFF WAS PARTICULARLY REPREHENSIBLE BECAUSE IT ALSO CAUSED ACTUAL HARM OR POSED A SUBSTANTIAL RISK OF HARM TO PEOPLE WHO ARE NOT PARTIES TO THIS CASE. YOU MAY NOT, HOWEVER, SET THE AMOUNT OF ANY PUNITIVE DAMAGES IN ORDER TO PUNISH THE

DEFENDANT FOR HARM TO ANYONE OTHER THAN THE PLAINTIFF IN THIS CASE.

IN ADDITION, YOU MAY CONSIDER THE RELATIONSHIP OF ANY AWARD OF PUNITIVE DAMAGES TO ANY ACTUAL HARM INFILCTED ON THE PLAINTIFF.

**YOU HAVE HEARD EVIDENCE OF THE FINANCIAL AND OPERATING INTER-RELATIONSHIP BETWEEN METROPOLITAN AND METLANG.
ALTHOUGH YOU MAY CONSIDER THE FINANCIAL DATA OF BOTH ENTITIES ON THE QUESTION OF THE NET WORTH OF METROPOLITAN AND,
ULTIMATELY ANY AMOUNT OF PUNITIVE DAMAGES YOU MAY AWARD ,
THE CONDUCT WHICH FORMS THE BASIS FOR YOUR AWARD OF PUNITIVE DAMAGES IS LIMITED TO THE EPPA VIOLATIONS YOU FOUND WERE THE BASIS FOR PUNITIVE DAMAGES RECOVERY.**